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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

LYFT, INC.

Plaintiffs,

v.

AGIS SOFTWARE DEVELOPMENT LLC,

Defendant.

Case No. 21-cv-4653

**COMPLAINT FOR DECLARATORY  
JUDGMENT**

**JURY TRIAL DEMANDED**

Plaintiff Lyft, Inc. ("Lyft") hereby pleads the following claims for Declaratory Judgment against Defendant AGIS Software Development LLC ("AGIS Software") and alleges as follows:

**THE PARTIES**

1. Lyft is a Delaware limited liability corporation with its principal place of business located at 185 Berry Street, Suite 5000, San Francisco, California 94107.

2. On information and belief, AGIS Software is an agent and alter ego of Advanced Ground Information Systems, Inc. Per AGIS Software's allegations in another litigation between the parties, AGIS Software is a Texas limited liability company, having its principal place of

business at 100 W. Houston Street, Marshall, Texas 75670. **Exhibit A** ¶ 1. According to Texas public records, the sole member of AGIS Software is AGIS Holdings, Inc. (“AGIS Holdings”). According to Florida public records, AGIS Holdings is organized and existing under the laws of the State of Florida, and maintains its principal place of business at 92 Lighthouse Drive, Jupiter, FL 33469. It shares the same address with Advanced Ground Information Systems, Inc., (“AGIS”) a corporation organized and existing under the laws of the State of Florida that also maintains its principal place of business at 92 Lighthouse Drive, Jupiter, FL 33469.

### JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction over Lyft’s declaratory judgment claims relating to patent non-infringement under 28 U.S.C. §§ 2201, 2202, 1331, and 1338(a).

4. On January 29, 2021, AGIS Software sued Lyft for infringing United States Patent Nos. 7,031,728 (“’728 patent”), 7,630,724 (“’724 patent”), 8,213,970 (“’970 patent”), 10,299,100 (“’100 patent”), and 10,341,838 (“’1,838 patent”) (collectively, “Patents-in-Suit”) in the United States District Court of the Eastern District of Texas by manufacturing, using, distributing, selling, offering for sale, and/or exporting from and importing into the United States the “the Lyft and Lyft Driver applications and the related services and/or servers for the applications.” *See* Compl. ¶ 23, *AGIS Software Development LLC v. Lyft, Inc.*, Civil Action No. 2:21-cv-00024-JRG (E.D. Tex.), Dkt. 1. AGIS Software purported to be the owner of all right, title, and interest in the Patents-in-Suit. *Id.* ¶ 1. On April 27, 2021 Lyft moved to dismiss the Eastern District of Texas litigation for improper venue. *See* Lyft, Inc.’s Motion to Dismiss for Improper Venue, *AGIS Software Development LLC v. T-Mobile USA, Inc. et al.*, Civil Action No. 2:21-cv-00072-JRG (E.D. Tex.), Dkt. 30.

5. Lyft denies that the Patents-in-Suit are infringed through the making, using, distributing, sale, offering for sale, exportation, or importation of the Lyft rider or Lyft driver applications, or any other Lyft product or service. Under all circumstances, AGIS Software’s infringement allegations and related actions threaten actual and imminent injury to Lyft that can be redressed by judicial relief and warrants the issue of a declaratory judgment. An actual and justiciable controversy exists between Lyft and AGIS Software with respect to the Patents-in-Suit.

6. On information and belief, AGIS Software is subject to this Court's specific jurisdiction, pursuant to due process and/or the California Long Arm Statute due to: (1) AGIS Software and/or AGIS's activities purposefully directed at residents of this forum, and (2) the claims arising out of or relating to AGIS Software and/or AGIS's activities with this forum. Further, the assertion of personal jurisdictions is reasonable and fair.

7. On information and belief, AGIS Software and/or AGIS have taken intentional and purposeful steps to enforce the Patents-in-Suit against residents of this judicial district, including by suing Lyft and other companies with principal places of business or operations in this judicial district for infringement of the Patents-in-Suit.

8. Based on Public Access to Court Electronic Records ("PACER"), on June 21, 2017, AGIS Software sued Apple Inc. ("Apple"), a California corporation with its principal place of business in this District in Cupertino, California, alleging infringement of the '970 patent and other patents related to the Patents-In-Suit. *See AGIS Software Development LLC v. Apple Inc.*, Civil Action No. 2:17-cv-00516 (E.D. Tex.), Dkt. 1 at ¶¶ 18, 27, 41, 55. Based on U.S. Patent & Trademark Office ("USPTO") records, Apple filed petitions for *inter partes* review of each patent AGIS Software asserted against it. *See* Petition for Inter Partes Review of U.S. Patent No. 8,213,970, *Apple Inc. v. AGIS Software Development LLC*, No. IPR2019-00411 (PTAB), Paper No. 1; Petition for Inter Partes Review of U.S. Patent No. 9,467,838, *Apple Inc. v. AGIS Software Development LLC*, No. IPR2018-00819 (PTAB), Paper No. 1; Petition for Inter Partes Review of U.S. Patent No. 9,445,251, *Apple Inc. v. AGIS Software Development LLC*, No. IPR2019-00523 (PTAB), Paper No. 1; Petition for Inter Partes Review of U.S. Patent No. 9,445,251, *Apple Inc. v. AGIS Software Development LLC*, No. IPR2019-00524 (PTAB), Paper No. 1; Petition for Inter Partes Review of U.S. Patent No. 9,408,055, *Apple Inc. v. AGIS Software Development LLC*, No. IPR2019-01471 (PTAB), Paper No. 1; Petition for Inter Partes Review of U.S. Patent No. 9,749,829, *Apple Inc. v. AGIS Software Development LLC*, No. IPR2019-01471 (PTAB), Paper No. 1. . Based on USPTO records, on or around April 2, 2019, each of these *inter partes* review proceedings were terminated as a result of the Apple and AGIS Software reaching a settlement agreement. *See, e.g.*, Decision Granting Joint Motion to Terminate and Granting Request to Treat

1 Settlement Document as Confidential Business Information, *Apple Inc. v. AGIS Software*  
2 *Development LLC*, No. IPR2018-01471 (PTAB), Paper No. 15. Based on PACER, on March 14,  
3 2019, the Eastern District of Texas dismissed the district court litigation between AGIS Software  
4 and Apple as a result of settlement. Order, *AGIS Software Development LLC v. Apple Inc.*, Civil  
5 Action No. 2:17-cv-00516 (E.D. Tex. Mar. 14, 2019), Dkt. 87.

6 9. Based on PACER, on June 21, 2017, AGIS Software sued ZTE Corporation and  
7 ZTE (TX) Inc. alleging infringement of patents, including the '970 patent, '055 patent, '251  
8 patent, and 7'838 patent. *AGIS Software Development LLC v. ZTE Corporation et al.*, Civil  
9 Action No. 2:17-v-00517-JRG (E.D. Tex.), Dkt. 1 at ¶¶ 19, 28, 42, 54. Based on PACER, on  
10 October 17, 2017, AGIS Software filed an amended complaint, adding ZTE (USA) Inc. as a  
11 defendant to this litigation and alleging infringement of an additional related patent, the '829  
12 patent. *AGIS Software Development LLC v. ZTE Corporation et al.*, Civil Action No. 2:17-v-  
13 00517-JRG (E.D. Tex.), Dkt. 32 at ¶¶ 3 & 73. On information and belief, ZTE (USA) Inc. has an  
14 office located at 1900 McCarthy Boulevard, Milpitas, California 95035.

15 10. Based on PACER, on October 9, 2018, ZTE (USA) Inc. filed a declaratory  
16 judgment action in the Northern District of California. *ZTE (USA) Inc. v. AGIS Software*  
17 *Development LLC et al.*, Civil Action No. 4:18-cv-06185-HSG (N.D. Cal.), Dkt. 1. Based on  
18 PACER, on October 30, 2019, AGIS Software and ZTE (USA) Inc. filed a joint motion to stay all  
19 deadlines as a result of a settlement in principle. *Id.*, Dkt. 130. Based on PACER, less than a  
20 week later, on November 4, 2019, AGIS Software filed an unopposed renewed motion to dismiss.  
21 *Id.*, Dkt. 135. Based on PACER, on November 5, 2019, the Court granted the motion. *Id.*, Dkt.  
22 138.

23 11. On information and belief, AGIS Software has entered into agreements relating to  
24 the Patents-in-Suit with companies in this District, including Apple and ZTE Corporation, ZTE  
25 (USA) Inc., and ZTE (TX) Inc. ("ZTE").

26 12. On information and belief, AGIS Holdings registered AGIS Software in Texas on  
27 June 1, 2017, 20 days before filing the above patent infringement cases against Apple and ZTE.  
28

1           13.     On information and belief, shortly before the registration of AGIS Software, AGIS  
2 was litigating in the Southern District of Florida against Life360, Inc., a company headquartered in  
3 San Francisco, California. *Advanced Ground Information Sys., Inc. v. Life360, Inc.*, Civil Action  
4 No. 9:14-cv-80651 (S.D. Fla.). Based on PACER, AGIS asserted that Life360 infringed the '728  
5 patent (one of the Patents-in-Suit) and other related patents. Based on PACER, AGIS's claims  
6 against Life360 resulted in a jury finding of no-infringement and an award of nearly \$750,000 in  
7 attorneys' fees for litigating "an exceptionally weak case." *Id.*, Dkt. 200, 212.

8           14.     On information and belief, AGIS Software is an alter ego to AGIS Holdings and/or  
9 AGIS.

10          15.     On information and belief, AGIS has also committed a number of intentional acts  
11 directed at the State of California.

12          16.     On information and belief, AGIS has marketed and/or provided downloads of its  
13 LifeRing product, which AGIS Software contends is covered by the Patents-in-Suit, in California.

14          17.     On information and belief, in 2014, Mr. Malcom Beyer, CEO of both AGIS  
15 Software and AGIS, attended a U.S. Navy military exercise in San Diego where he demonstrated  
16 LifeRing on PCs and smartphones when asked to do so. *See Life360, Inc. v. Advanced Ground*  
17 *Sys., Inc.*, 2015 WL 5612008, at \*3, Case No. 15-cv-00151-BLF (N.D. Cal. Sept. 21, 2015). On  
18 information and belief, during this demonstration, Mr. Beyer also discussed LifeRing with  
19 companies including ADI Technology and Maven Consulting. *Id.*

20          18.     On information and belief, AGIS marketed LifeRing to companies that resulted in  
21 downloads of LifeRing in California. *Id.* at \*4. On information and belief, AGIS marketed  
22 LifeRing to at least CornerTurn LLC, Integrity Applications, and American Reliance, Inc., which  
23 AGIS has stated have California addresses. *Id.*

24          19.     On information and belief, AGIS has marked LifeRing as covered by the Patents-  
25 in-Suit. *See, e.g.*, Patents, AGIS INC., <http://agisinc.com/about/patents> (last visited June 7, 2021).  
26 On information and belief, AGIS Software has licensed the patents to end users residing in  
27 California who downloaded the LifeRing software.







**COUNT IV****Declaratory Relief Regarding Non-Infringement of U.S. Patent No. 10,299,100**

38. Lyft restates and incorporates by reference each of the allegations set forth in paragraphs 1-22 above, as if fully set forth herein.

39. On information and belief, AGIS Software is the owner of all right, title, and interest in the '100 patent, including the right to assert all causes of action arising under that patent and the right to any remedies for infringement of it. A copy of the '100 patent is attached hereto as **Exhibit E**.

40. Lyft does not infringe any claim of the '100 patent, directly or indirectly, contributorily or otherwise through its or its user's activities in conjunction with the Lyft rider or Lyft driver applications, or any other Lyft product.

41. As set forth above, an actual and justiciable controversy exists between Lyft and AGIS Software as to Lyft's non-infringement of the '100 patent.

42. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.*, Lyft requests that this Court enter a judgment that Lyft does not infringe, under any theory of infringement, any valid claim of the '100 patent.

**COUNT V****Declaratory Relief Regarding Non-Infringement of U.S. Patent No. 10,341,838**

43. Lyft restates and incorporates by reference each of the allegations set forth in paragraphs 1-22 above, as if fully set forth herein.

44. On information and belief, AGIS Software is the owner of all right, title, and interest in the '1,838 patent, including the right to assert all causes of action arising under that patent and the right to any remedies for infringement of it. A copy of the '1,838 patent is attached hereto as **Exhibit F**.

45. Lyft does not infringe any claim of the '1,838 patent, directly or indirectly, contributorily or otherwise through its or its user's activities in conjunction with the Lyft rider or Lyft driver applications, or any other Lyft product.





1 Dated: June 16, 2021

By: /s/ Jeremy Taylor  
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